



Collective Bargaining Agreement

June 1, 2024 – May 31, 2027

Taseko Gibraltar

 **unifor**
Local3018 | Canada

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COLLECTIVE AGREEMENT

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

June 1, 2024 – May 31, 2027

Article 1 – PURPOSE

1.01 It is the intent and purpose of the Employer and the Union (collectively referred to as the “Parties”) to this Agreement, which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities and functions of the Parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits as set forth herein;
- c) establish a just and prompt procedure for the disposition of grievances; and
- d) generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer and the Employees, which will be conducive to their mutual wellbeing.

Article 2 – RECOGNITION

2.01 The word employee(s) (the “employee[s]”) as used in this Agreement, means all employees at Gibraltar Mines Operation, located approximately sixty (60) kilometers north-east of Williams Lake, British Columbia, except persons employed in a confidential capacity, persons excluded by the Labour Relations Code of British

- Columbia, all supervisory, office, clerical and technical staff, engineering staff, geological staff and security guards.
- 2.02 The employer recognizes the Union as the sole collective bargaining agent for all employees as defined in Article 2.01.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining agency as defined herein or of any of the terms and provisions of this Agreement, except by the mutual written agreement of the Parties.
- 2.04 The Union and the Employer may determine on an ongoing basis, if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may by mutual written agreement, add, amend or delete any terms or conditions of the Agreement for the duration of the Agreement.

Article 3 – SCOPE

- 3.01 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees or the Union of such rights and privileges.
- 3.02 Should any provision of the Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.03 The Parties agree that:
- Part 3, Wages, Special Clothing and Records,
 - Part 4, Hours of Work and Overtime,
 - Part 5, Statutory Holidays,
 - Part 7, Annual Vacation and
 - Part 8, Termination of Employment, of the Employment Standards Act form part of this

Agreement, except those provisions specifically modified by this Agreement.

- 3.04 a) Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, or for training, instructional or evaluation purposes, or continuous operation of equipment that shall not exceed thirty (30) minutes.
- b) The Company reserves the right to contract out work for the greater efficiency of the running of the mine and its operations provided that no regular employee is laid off, or recall rights are affected, as a direct result of the contracted out work. The Company will provide the Union with a list of contractors on site twice a year.

Article 4 – MANAGEMENT’S RIGHTS

- 4.01 Subject to the Articles of this Agreement, the sole and exclusive jurisdiction over operations, building, machinery, and equipment shall be vested in the Employer.

Article 5 – REPRESENTATION

- 5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 5.02 Union representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees’ collective bargaining rights and any other rights under this Agreement and under the law.
- 5.03 The Union has the right to appoint or elect Stewards (the “Steward[s]”). Stewards are representatives of the Employees in certain matters pertaining to this

Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement. The Union agrees to notify the Employer, in writing, of the names of officials of the Union, Stewards, and members of committees. Unless the Employer is notified in writing of changes of officials, Stewards or members of committees, the Employer will not be obligated to recognize those claiming to be representatives of the Union.

- 5.04 Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their regular hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer reserves the right to direct that such matters be dealt with during breaks. The Steward may request additional time from the Supervisor if the matter is urgent in nature.
- 5.05 The Union has the right to appoint or elect a maximum of five (5) Union members to a Negotiating Committee. Time spent in negotiations shall be considered for time worked but shall not be considered for overtime. The Employer and the Union shall jointly pay for time spent in negotiations at the appropriate rate at straight time.
- 5.06 The Employer shall provide sufficient, secure bulletin board facilities at mutually agreed locations for the exclusive use of the Union.
- 5.07 Union representatives shall have the right to visit at the location where Employees are working subject to the policies, procedures, and regulations of the employer. Such visits shall not unduly disrupt the flow of work.
- 5.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the

employees. A Union representative shall be entitled to attend such meetings.

- 5.09 There shall be no Union activity during working hours on the Employer's premises, except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.
- 5.10 Providing the requested representative is on site and can be made available for representation without impacting operations, an employee may request a specific Shop Steward from any department in disciplinary situations or, when a Safety Steward is required, may request a specific Safety Steward from within their department.

Article 6 – STRIKES OR LOCKOUTS

- 6.01 In accordance with the Labour Relations Code, during the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation.
- 6.02 In accordance with the Labour Relations Code, during the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its Employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

Article 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 7.01 The Employer shall provide the Union with the necessary information regarding new hires, job postings and awards, layoffs, and terminations. The Employer shall provide the Union the name, social insurance number, address, phone number, date of hire and classification of new employees. A list of all employees, ranked according to seniority and

classification, shall be forwarded to the Union once monthly.

- 7.02 New employees will be hired on a six hundred (600) hours worked probationary period, and their seniority shall be retroactive to the first day of work.
- 7.03 The probationary period shall be used by the Employer to assess new employees and determine their suitability for long-term employment. The Parties agree that the discharge or layoff of a probationary employee could be for work-related reasons.
- 7.04 Probationary employees are covered by this Agreement, excepting those provisions which specifically exclude such employees.
- 7.05 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.06 All employees shall, as a condition of employment, maintain membership in good standing in the Union for the duration of this agreement, or any continuation or renewal thereof. All employees shall become members of the Union upon completion of their first day of employment.
- 7.07 The Union President or designate will be provided with the opportunity to meet with all new hourly employees during their new hire orientation to present information related to the Union.
- 7.08 New employees are not able to bid on job postings until after probation is complete, unless upon mutual agreement between the Company and Union.

Article 8 – CHECK OFF

- 8.01 The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The

Employer shall also deduct initiation fees as authorized by an employee.

- 8.02 The amount of union dues and initiation fees shall be in accordance with the direction of the Union, as determined by the National Convention.
- 8.03 The total amount checked off will be mailed to the Union's local office within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each. The Union and the employees agree that the Employer shall be saved harmless for all deductions and payments so made.

Article 9 – WAGES AND RATES OF PAY

- 9.01 Classifications, hourly rates, and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A".
- 9.02 Show Up Time: An employee who reports for work as scheduled without having been notified that there is no work available, and who is sent home because of lack of work, shall receive a minimum of four (4) hours' pay at the prevailing hourly rate. It is the responsibility of the employee to provide a means by which the Employer can contact them.
- 9.03 Starting Work: An employee who starts work and is prevented from completing their normal workday shall receive a minimum of four (4) hours' pay at the prevailing hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum shall be two (2) hours' pay.
- 9.04 When there is a temporary shortage of work within a given workday in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified

classification provided the employee is qualified to do the required work.

- 9.05 Employees given the option to work in another classification for which they are qualified instead of being laid off shall be paid the rate for the new classification.

Article 10 – HOURS OF WORK AND OVERTIME

- 10.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay of hours of work per day, or per week, or of days of work per week.
- 10.02 The term “work week” means that period of time commencing on Sunday and terminating one hundred sixty-eight (168) hours thereafter on the following Sunday.
- 10.03 The term “workday” means that period of time starting when an employee is scheduled to commence work and terminating twenty-four (24) hours thereafter.
- 10.04 A “tour” will be the number of scheduled consecutive working days without a scheduled day off.
- 10.05
- a) Initial shift schedules and starting and stopping times shall be established by the Employer in consultation with the Union. On an ongoing basis and from time to time, hours of work and overtime as set out in this Article may be modified through consultation in good faith between the Employer and the Union.
 - b) Shift schedules shall be posted in a conspicuous place well in advance, within a minimum of two (2) weeks of their effective date.
 - c) The employer, at their option, may convert a 5x2 shift to a 4x10 hours shift or an Earned Day Off (EDO) shift. In considering such a conversion, it will not result in any added costs and the coverage must satisfy operational needs. Any such considerations will be on a departmental basis.

- d) The employer, at their option, will maintain the 5/4, 5/5, 4/5 shift schedule.
- e) If an employee is requested by the Employer to:
 - i) commence work less than four (4) hours before the scheduled start time and thirty-six (36) hours' notice has not been provided, then the employee shall be entitled to not less than one and one-half (1.5) times their base rate for the hours worked that were outside of their regularly scheduled hours.
 - ii) change their regularly scheduled start time by more than six (6) hours during their scheduled shift rotation, and thirty-six (36) hours' notice has not been provided, then the employee shall be entitled to one and one-half (1.5) times their base rate for the first six (6) hours worked following the amended start time. Any hours worked beyond six (6) and within the same twenty-four (24) hour period from the amended start time, shall be paid at two (2) times their base rate. Any subsequent hours worked during the amended shift rotation would be paid at the rates prescribed by the collective agreement.
- f) The Employer agrees that employees shall not be deprived of their regularly scheduled complement of hours worked in the rotation because of the Employer's request to amend the start time.
- g) If an employee's shift is changed by the Employer and such change results in a pay shortage, the first workday of the new shift will be paid at two (2) times the base rate for all hours worked.

10.06 The employer may from time to time initiate, maintain, or discontinue conducting all or any part of its operations

on a continuous and/or semi-continuous basis, subject to pertinent statutes and regulations of the Province of British Columbia. The Union hereby agrees to jointly apply with the Employer to the appropriate government agencies for approval of such schedules where such approval is required.

- 10.07 The overtime rates are to be paid in accordance with Schedule "A". Working time increments shall be calculated to the nearest one half (1/2) hour at which the employee was directed to stop work.
- 10.08 When a statutory holiday occurs on an employee's scheduled day of work, the employee shall receive overtime pay as outlined in Schedule "A".
- 10.09 a) Employees who choose to participate in Employer provided training sessions during their off time shall not be entitled to overtime rates or to use said training time for the purpose of calculating overtime when the employee returns to their regular work schedule.
- b) When employees are required by the Employer to participate in training during their time off, prevailing overtime rates will apply.
- 10.10 There will be two (2) coffee breaks of ten (10) minutes duration on each shift, one (1) in the first half of the shift and one (1) in the second half of the shift. Employees will be given a meal period of one half (1/2) hour per shift. Employees shall be entitled to an additional coffee break for every two (2) hours of overtime worked in a given day. The Employer practice with respect to coffee breaks will be that employees will be allowed a reasonable opportunity for a coffee break twice during each shift, but so arranged as not to interfere with the operation.

For Mine Operations only, breaks will be as follows:

Two (2) breaks of twenty-five (25) minutes duration on each shift, one (1) between the third (3rd) and fifth (5th) hour of the shift and one (1) between the seventh (7th) and ninth (9th) hour of the shift. Employees shall be

entitled to an additional ten (10) minute coffee break for every two (2) hours of overtime worked in a given day. The employer's practice with respect to breaks will be that employees will be allowed a reasonable opportunity for a break twice during each shift, but so arranged as not to interfere with the operation.

Article 11 – SENIORITY

- 11.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- 11.02 The parties agree to the general principle that job security and opportunity should increase commensurate with seniority.
- 11.03 Seniority shall be applied on a departmental basis, unless otherwise noted in this Agreement. The departments are the:
 - a) Mine Operations: includes all pit equipment operators and blasting crew;
 - b) Mill Operations: includes all milling operators and tailings crew
 - c) Mill Maintenance: includes all maintenance personnel assigned to the department;
 - d) Mine Maintenance: includes all maintenance and Site Services personnel assigned to the department;
 - e) Warehouse: job classifications under Warehouse Department in Schedule "A."
- 11.04 A seniority list shall be maintained by the Employer, consisting of the name, date of hire, and classification of every employee in the Union, and ordered by length of service. The Employer shall copy the seniority list to the Union on a monthly basis.
- 11.05 Seniority rights shall cease, and employment shall be deemed terminated, for any employee who:

- a) voluntarily terminates employment;
- b) is discharged, and this discharge is not reversed through the grievance procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) fails to return from an approved leave of absence within five (5) days of its expiration, unless mutually satisfactory arrangements have been made; or
- e) fails to respond to a recall from layoff within five (5) days of recall, unless medically unfit to return, or unless mutually satisfactory arrangements have been made with the Employer.

11.06 Seniority rights for employees on leaves of absence and for positions outside the bargaining unit shall accrue as follows:

- a) If an employee is assigned a temporary position outside the bargaining unit, that employee shall return to the previously held position after the assignment is completed. Temporary assignments shall not extend beyond one hundred and forty-five (145) working days.
- b) If an employee accepts a transfer out of the bargaining unit to a permanent non-bargaining unit position, yet remains in the employ of the Company;
 - i) the employee shall maintain and accrue seniority for thirty (30) working days’;
 - ii) thereafter, the employee shall forfeit all seniority rights;
 - iii) the employee may elect to return to their previously held position within two (2) calendar weeks of the transfer;
 - iv) after the two (2) calendar weeks, the employee may return to a vacancy or an unoccupied position within the bargaining unit, subject to the employee’s seniority

and ability pursuant to Article 12.04 of the Collective Agreement.

- c) If an employee is granted an approved leave of absence, seniority shall be maintained and shall accrue for up to one (1) year.
 - d) The Company is entitled to grant leaves of absence for longer than one (1) year. However, seniority shall be frozen during the period after one (1) year.
- 11.07 When a reduction of the workforce is inevitable, or where there will be a layoff of more than ten (10) days, the Employer shall inform the Union by providing seven (7) days' notice whenever possible. The Employer shall issue layoff notices to the employees in the redundant positions with the least departmental seniority. These employees may then use their departmental seniority to bump a more junior employee provided they have the qualifications to perform the work. Employees who eventually get laid off out of their department may exercise their company seniority to bump into another position provided they are capable of doing the job.
- 11.08 The above consideration shall also guide the Employer and the Union when employees on layoff are recalled.
- 11.09 Employees given the option to work in another classification, for which they are qualified, instead of being laid off shall be paid the rate for the new classification.
- 11.10 Any appeal in regard to a layoff must be taken up under the first step of the grievance procedure and associated timelines.
- 11.11 Any employee laid off and recalled for work must return within five (5) workdays when unemployed and within fifteen (15) calendar days when employed elsewhere after being recalled or make definite arrangements with the Company to return. Employees will be notified by phone call and email of their recall to employment. It shall be the responsibility of employees who have been laid off and wish to be available for recall to keep the Human

Resources Department informed of their current contact information.

- 11.12 An employee who has been reduced from their job or who has been laid off, when the job they were reduced or laid off from becomes available, has the right to be recalled to that job on the basis of their seniority. The reduced employee does not have the option to deny a recall to their original job.
- 11.13 Severance provision shall be one (1) week's notice or pay in lieu of, for each year of service, to a maximum of twenty (20) weeks.
- 11.14 The employee may apply in writing at any time during the first twelve (12) months of layoff, at which time their full severance allowance will be paid forthwith. Once severance has been requested and paid, the employee forfeits their seniority and recall rights.

Article 12 – VACANCIES AND JOB POSTINGS

- 12.01 A vacancy that requires a job posting occurs when:
 - a) The Company requires additional manpower at an existing or related work site;
 - b) an employee permanently leaves their position, and the Company determines there is a need to fill the position;
 - c) an employee is going to be absent from their position for a period greater than thirty (30) days, and the employer determines there is a need to fill the vacancy temporarily; or
 - d) new jobs and/or positions are created.
- 12.02 The employer is committed to discussing with the Union any vacancy that has not been filled after thirty (30) days with a temporary job posting at the quarterly Company/Union meeting.
- 12.03 The Employer may fill a vacancy temporarily at its discretion pending the completion of the job posting

process. The job posting process shall be no longer than ten (10) days.

12.04 The Employer shall post for nine (9) days all vacant positions in the workplace which the Employer intends to fill. Employees on approved leave of absence for all dates of the posting shall be deemed to have applied. The Company will identify the shift on which the vacancy occurs. Qualified applicants from the seniority list in which the vacancy occurs shall be given priority consideration. A copy of the postings will be forwarded to the Union. The identity of the successful applicant will be posted.

12.05 a) Job postings will be awarded on the basis of employee seniority and a requirement that the employee is qualified to perform the requirements of the posted job position. In the absence of qualified employees, if an applicant in an active training posting has a minimum of 50% training hours on each piece of equipment or circuit or is able to demonstrate that they have the accepted standards or skills and abilities to do the job effectively, they will be awarded the position. Amongst qualified or partially qualified employee applicants as described above, the employee applicant with the highest departmental seniority will be awarded the job posting.

b) When a posting award results in the employee transferring into another department, seniority in the new department occurs as of the date of the posting award.

c) The successful applicant will, if the rate of pay in the new job is higher than the job they presently hold, be paid the higher rate on the first shift worked on the new job or after eight (8) working days from the date that the posting was awarded, whichever occurs first.

- d) The successful applicant will be placed in the new position within thirty (30) calendar days unless there are unforeseen circumstances.
- 12.06 If no applicants as per Article 12.03, 12.04 and the training posting process are found through the internal posting process, the Employer may consider external applicants in order to fill the vacancy.
- 12.07 a) All existing employees accepted to posted jobs shall serve a trial period of thirty (30) working days. During this period the employee may, at their option, return to their former job; or, if the employee is not progressing satisfactorily, may be returned to their former job. The trial period may be extended for days missed.
- b) An employee who accepts a posting and commences work in that new posting but then chooses to return to their prior position (or post into another position) before the thirty (30) day trial period ends, may do so only once in a twelve (12) month period, without penalty. Although a second instance will be permitted, it is with penalty, as the employee shall be excluded from the posting process for a twelve (12) month period.
- 12.08 Employees desiring a change in shift or work group assignment shall make the same known to their supervisor by filling out duplicate transfer request forms. As vacancies occur, such changes in shift or work group assignments shall be awarded on the basis of seniority.

Article 13 – GRIEVANCE PROCEDURE

- 13.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

- 13.02 The Parties agree that it is desirable that any complaints or grievances should be addressed as quickly as possible. Employees are therefore urged to try to settle their complaints with their supervisor as soon as possible.
- 13.03 The Parties to this Agreement recognize that Union representatives and the Stewards are the agents through whom employees shall process their grievances and receive settlement thereof. Except by mutual agreement between the Supervisor and the Grievance Chair, the steward shall be the steward who commenced the grievance.
- 13.04 Neither the Company nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than twenty-one (21) calendar days after the subject of such grievance occurred or twenty-one (21) calendar days after the employee should reasonably have known of any action or condition. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the Parties hereto relating to the interpretation, application or administration of this Agreement.
- 13.05 A "policy grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by the Union President or designate directly to the head of Human Resources or designate. A meeting will be scheduled to occur within fourteen (14) calendar days of this submission and, typically, this meeting will include the Shop Steward, grievor, Union President, Union national representative, Human Resources representative, Superintendent and the department

head. The Company will respond to the Union, in writing, within seven (7) calendar days. Upon receiving the Company's response, the Union will reply within fourteen (14) calendar days with either a withdrawal or a request to advance to the next level. If the parties fail to settle the grievance at this stage of the procedure, the grievance may be referred to arbitration by either Party.

13.06 A "group grievance" is defined as a single grievance signed by a Steward or a Union representative on behalf of a group of Employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.

13.07 A grievance shall be submitted in writing to the Company within twenty-one (21) calendar days of the act or condition causing the grievance. The written grievance will have sufficient particulars to identify the facts of the complaint and the alleged breach of the collective agreement.

- a) Step 1: The Company and the Union shall meet within fourteen (14) calendar days from the date the grievance is received by the Company. Typically, this meeting will include the Shop Steward, grievor, Human Resources representative and the grievor's supervisor. The Company will respond to the Union, in writing, within seven (7) calendar days. Upon receiving the Company's response, the Union will reply within fourteen (14) calendar days with either a withdrawal or a request to advance to the next level.
- b) Step 2: The Company and the Union shall meet within fourteen (14) calendar days from the date the Company receives the Union's reply from the Step 1 meeting. Typically, this meeting will include the Shop Steward, grievor, Human Resources representative,

the grievor's supervisor and the General Foreman of the department. The Company will respond to the Union, in writing, within seven (7) calendar days. Upon receiving the Company's response, the Union will reply within fourteen (14) calendar days with either a withdrawal or a request to advance to the next level.

- c) Step 3: The Company and the Union shall meet within fourteen (14) calendar days from the date the Company receives the Union's reply from the Step 2 meeting. Typically, this meeting will include the Shop Steward, grievor, Human Resources representative, the grievor's supervisor and the Superintendent or department head. The Company will respond to the Union, in writing, within seven (7) calendar days. Upon receiving the Company's response, the Union will reply within fourteen (14) calendar days with either a withdrawal or a request to advance to the next level.

13.08 Both parties agree to provide relevant and readily available information regarding the grievance, as requested by the other party, in order to resolve the matter in a timely manner.

Article 14 – ARBITRATION

14.01 If the parties fail to settle the grievance at Step 3 of the grievance procedure, the grievance may be referred to arbitration.

14.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 3 of the grievance procedure.

14.03 When a grievance has been advanced to arbitration, the arbitrator with the earliest availability will be assigned the arbitration provided the dates are

available to and acceptable to both the Union and the Company.

- 14.04 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 14.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) days of service as aforesaid, either party may request the Arbitration Bureau to appoint a single arbitrator.
- 14.06 Notice of desire to arbitrate and of nominations of an arbitrator shall be served by fax, email, or registered mail. The date of mailing shall be deemed to be the date of service.
- 14.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator, the party not in default may apply to the Minister of Labour to appoint an arbitrator to hear the grievance. The decision of the arbitrator shall be final and binding upon both parties.
- 14.08 The decision of the arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 14.09 The parties will equally bear the expense of the arbitrator.
- 14.10 An arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

Article 15 – VACATION AND VACATION PAY

Completed Months of Service	Accrued Hours of Vacation Per Month	Maximum Annual Accrual	Pay
0 – 23	6.66	80 hours	4% of gross wages
24 – 71	10	120 hours	6% of gross wages
72 – 95	13.3	160 hours	8% of gross wages
96 – 119	15	180 hours	10% of gross wages
120 – 155	15.8	190 hours	10% of gross wages
156 – 203	16.7	200 hours	10% of gross wages
204 or greater	18.3	220 hours	10.5% of gross wages

- 15.01 a) Employees will schedule and take vacation time with pay. Vacation hours, with pay, may be taken as they accrue. Up to one times the employee's annual vacation entitlement may be carried forward into the next year. In January of each year, remaining eligible vacation hours with pay will be carried forward to the next year. After the last pay period of the year, any additional vacation dollars that have been earned will be paid out on a scheduled payroll cheque in January. Separate cheques will not be issued.
- b) The Employer will grant vacations at the times requested in writing subject to the orderly operation of the mine.
- c) Employees shall be entitled to request their accrued vacation pay annually.

- 15.02 If an employee's vacation hours generate a residual entitlement shorter than one scheduled shift, the Employer shall grant sufficient leave of absence to generate a complete day off work, provided that day is selected in accordance with the vacation scheduling provisions of this Agreement.
- 15.03 A maximum of two (2) tours during the summer months (July – September) and a maximum of one (1) tour in December will be allowed in order to provide more employees opportunity for vacation during these periods.
- 15.04 Employees with more than eighty (80) hours maximum annual accrual are required to take vacation in the amount of at least one (1) tour each year.
- 15.05 A statement of an employee's actual entitlement to vacation will be issued on each employee's paystub.
- 15.06 a) Vacation requests submitted between March 1 and March 15 for the period between April 1 and March 31 will be approved based on seniority and departmental manpower requirements. These requests will be reviewed and responded to in a timely manner, but no later than March 31 of each year.
- b) Once seniority-based requests are finalized, any requests received after March 15 will be approved on a first come, first serve basis, subject to departmental manpower requirements.
- c) Once a vacation request is approved, signed, and dated by Employee and Supervisor, one copy will be given to the employee, a second copy will go to Human Resources for record keeping, and a third copy will go to the payroll department for accuracy in timekeeping.

Article 16 – STATUTORY HOLIDAYS AND HOLIDAY PAY

16.01 The following days shall be observed as holidays without deduction of pay:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

16.02 Employees will receive the wages they would have normally earned in a regular scheduled shift on each of these days.

16.03 If the holiday falls on the employees' day of rest, they will receive the wages they normally would have earned in a regularly scheduled shift and may take another day off, within ninety (90) days of the holiday, without pay at a time mutually agreed with their supervisor.

16.04 Employees required to work on one of the above holidays shall, in addition to pay under Article 16.02, receive one and one half (1 1/2) times their regular wages for all hours worked, and may take another day off, within ninety (90) days of the holiday, without pay at a time mutually agreed with their supervisor.

16.05 The Parties shall agree when the holidays are started and ended as per the shift schedule that is adopted by the Employer.

16.06 In order to qualify for Statutory Holiday pay, an employee must have been employed by the Employer for at least 30 calendar days before the statutory holiday and have worked a minimum of one day during that 30-calendar day period.

16.07 An employee called in to work overtime on a statutory holiday shall receive the statutory holiday pay as per

Article 16.02 plus the prevailing overtime rates. They would also be eligible to take another day off, within ninety (90) days of the holiday, without pay, at a time mutually agreed with their supervisor.

Article 17 – TRANSPORTATION

17.01 The Employer shall arrange and pay for suitable transportation from Williams Lake and Quesnel to the Mine site. The Union shall be consulted concerning the transportation itinerary.

17.02 Employees who live within the Cariboo Regional District, and meet the following criteria, shall be entitled to the Travel Allowance of twenty-five dollars (\$25.00) for each day worked:

- 1) The employee's residential address is 30 km or more, by the nearest road, from the Mine Site and the closest designated employee parking lot in either Williams Lake or Quesnel. Designated employee parking lots are as follows and are subject to change:
 - a) Chuck's Auto, 548 Mackenzie Avenue, Williams Lake
 - b) 2071 May Road, Quesnel
- 2) The employee does not utilize the Company provided transportation services.
- 3) The employee has provided the Human Resources department with an up-to-date residential address which complies with item #1 above.

For the purposes of this agreement, "residential address" refers to the address where the employee resides during their workdays.

This allowance is also payable to employees working a shift for which there is no Company provided transportation services.

It continues to be the Company's intent to promote the use of the Company provided transportation services.

Article 18 – UNION-MANAGEMENT COMMITTEE

- 18.01 In order to further the aims of the enterprise, the Parties agree to schedule Employer/Union meetings once every three (3) months, or as required, during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement. The areas for discussion shall include, but not be limited to:
- a) discipline and discharge policies;
 - b) training and promotion;
 - c) safety measures; and
 - d) matters that affect the working conditions of the employees.
- 18.02 The Employer and the Union shall each appoint representatives to the Employer/Union Committee. The minutes, collected by the Employer, record the business of each meeting and a copy shall be emailed to the Union's local office.
- 18.03 A committee member attending the Employer/Union meetings during regular working hours shall be entitled to their regular hourly rate of pay. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay a flat fee of twenty dollars (\$20.00) to a committee member for each meeting attended.
- 18.04 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union representative may attend these meetings.
- 18.05 In the event that consultation fails to resolve a matter of contention, the Union reserves the right to refer unresolved matters to the grievance procedure unless said matters are specifically abridged, deleted, or modified by this Agreement.

Article 19 – HEALTH AND SAFETY COMMITTEE

- 19.01 The Employer agrees to make practicable provisions for the safety and health of its employees during the hours of their employment.
- 19.02 The Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership.
- 19.03 It is the intent of the Parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 19.04 The Employer will publish safety rules and procedures. The Employer will make accessible said rules and procedures to the employees and will provide copies to the Union.
- 19.05 An employee who is injured on the job during working hours and is required to leave for treatment for such injury, shall receive payment for the remainder of their shift.
- 19.06 All health and safety matters shall be handled in accordance with the Mines Act, its regulations and the Health, Safety and Reclamation Code (HRSC). The Company agrees to follow the HRSC in relation to occupational health and safety practices.
- 19.07 Light Duty Work Programs: If an employee is injured on the job and requires medical attention, the employee is entitled to light duty work if work is available, and they shall inform the attending physician of the same.
- 19.08 The Employer shall inform the physician of the types of light duty work available to the employee and shall make the same available to the employee with the physician's approval. Employees returning to work under the light duty work program must have medical clearance from the physician indicating the restrictions. The Union will be given a copy of any written return to work program or modified duties arrangement.

19.09 In the event that a light duty or modified work program is anticipated to continue beyond a 30-day period the following will apply:

- a) The Company, the Union and the employee will all be involved and agree to cooperate to provide the employee suitable work.
- b) The employee agrees to provide sufficient additional medical information indicating any restrictions and if required, participate in a functional capacity test or independent medical examination.
- c) The employee will not refuse reasonable modified work.
- d) The Company agrees to keep records of the employees' progress and provide the Union copies upon request.

19.10 The Company will consider a request for modified work from an employee who has injured himself away from the job and the recovery from the injury is expected to exceed sixty (60) days. The request may come from the employee or the insurance provider. If the Company determines that meaningful and productive modified work is available, it will use the process described in article 19.09(a) to (d). The parties recognize that employees who have been injured on the job will receive priority in the allocation of modified duties.

19.11 Safety Award

- a) Group: if at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement, no lost time accident involving the Employer's workforce has occurred, all employees will receive a safety award, as defined in Schedule "A", for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.
- b) Individual: an individual safety award as defined in Schedule "A", will be paid to the employees who

have no lost time accidents or medical aids at the completion of a calendar quarter, beginning the first complete calendar quarter after the commencement of this Agreement. This award will be paid for all hours worked, payable forty-five (45) days following the completion of the complete calendar quarter.

- c) Employees who are terminated for just cause or who quit prior to the completion of the time frames noted above are not eligible to receive any safety award payments.

Article 20 – HEALTH AND WELFARE PLAN

- 20.01 The Company will arrange for a benefit plan that provides benefits equivalent to the current benefit levels. The Company may, in its sole discretion at any time in the future, substitute another carrier for the plan that is arranged, provided that the benefits conferred by the new carrier are equivalent to the plan that the Company arranges. The Company will pay the premium cost of the arranged benefit plan.

The Company's sole obligation is to arrange for the benefit plan and to pay the premium cost of the plan. The Company does not, in any way, act as the insurer in respect of these benefits, nor does the Company bear any responsibility in the event of a dispute between the employee and the insurer. The Employer's responsibilities are fulfilled by arranging the purchase of the benefits as outlined in this agreement. Any dispute regarding coverage or entitlement under the plan is a matter between the benefits provider and the affected employee.

- 20.02 Employees are eligible to receive coverage on the first of the month following a period of three hundred fifty (350) working hours. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

- 20.03 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Company has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the Employee.

Article 21 – MEDICAL SERVICES PLAN

- 21.01 The Employer will arrange for British Columbia Medical Services Plan (“MSP”) coverage. Premiums for MSP shall be paid by the Employer, with employees’ coverage to commence the first (1st) day of the first (1st) month following the date of hire, providing the employee meets MSP requirements.

Article 22 – RETIREMENT SAVINGS PLAN

- 22.01 The Employer agrees to contribute 7.0% of the base hourly rate for each hour worked for each employee to the Retirement Savings Plan (RSP). An employee may authorize the employer to deduct and remit additional funds via payroll deductions. This percentage may be varied no more than twice annually at the employee’s request. If an employee contributes a percentage of their base hourly rate, the Employer will match up to an additional 1.0%.
- 22.02 Employer and employee contributions to the RSP, administered by the Trust Fund, shall be made in accordance with direction from the Union. The Employer shall be saved harmless for all contributions and administration of the RSP.
- 22.03 The Employer agrees to contribute 7.0% of the base hourly rate for each hour worked for each employee aged seventy-one (71) years or older to a non-registered savings account.

Article 23 – EDUCATION, TRAINING AND PUBLICATION

- 23.01 To further the training of Union members, the Employer agrees to remit one half of one percent (0.5%) of gross wages to the Union's Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.
- 23.02 The Parties shall equally bear the costs associated with printing and publication of this Agreement.

Article 24 – TOOLS

- 24.01 All tradespeople shall supply their own tools common to their trade. All tradespeople are to supply a personal tool inventory to the supervisor. The Employer shall provide specialty tools.
- 24.02 The Employer shall hold the employees responsible for all tools issued to them. The Employer shall provide adequate security for all tool storage on the site.
- 24.03 A list of tools to be supplied by tradesmen will be established in consultation with the Union. The Parties agree that from time to time, and through consultation between the Employer and the Union, the list of tools may be amended, or new lists added. A sample list of tools to be supplied by tradesmen is outlined in Schedule "B".
- 24.04 The Employer shall pay a tool allowance based on the following amounts:
Tradesperson or Apprentice - \$0.90/hr.

Article 25 – PROTECTIVE EQUIPMENT

- 25.01 All employees shall wear safety hard hats that are to be made available by the Employer.
- 25.02 All employees shall wear CSA-approved safety boots where required, furnished by the employee.

- 25.03 The Employer will pay the following amounts to every employee for the purchase of discretionary safety equipment not furnished by the Employer and for safety boots as per Article 25.02: All certified trades and registered apprentices working in a trade classification - \$0.26/hr; all other employees - \$0.20/hr.
- 25.04 The Employer shall arrange for coverall cleaning services. If an employee chooses to participate in this service and authorizes a payroll deduction, the cost of this service shall be shared as follows: 75% to Company – 25% to Employee.
- 25.05 The employer will furnish employees with additional safety equipment if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer-furnished items.

Article 26 – LEAVES OF ABSENCE AND BEREAVEMENT PAY

- 26.01 The employee may apply in writing to the Employer for personal or educational leaves of absence without pay.
- 26.02 The employee will be granted up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- a) the care, health or education of a child in the employee's care; or
 - b) the care or health of any other member of the employee's immediate family, meaning:
 - the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and
 - any person who lives with the employee as a member of the employee's family.

- 26.03 An employee will be granted three (3) working days' leave of absence with pay, at their regular straight time hourly rate, to make arrangements for and/or to attend the funeral of the employee's immediate family member, which shall mean parent, grandparent, grandparent of spouse, spouse/partner, co-parent, child, common law spouse/partner's child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, stepchild, niece, nephew, uncle and aunt. An employee will be granted an additional two (2) working days without pay, if requested.
- 26.04 The Parties agree that additional leave shall be granted without loss of seniority or entitlement, for any employee who qualifies for compassionate care leave under the British Columbia Employment Standards Act, as amended. It is understood between the Parties that the employment leave expires simultaneously with the compassionate leave.
- 26.05 The Employer will provide unpaid leave to employees for maternity and parental leave as outlined in the British Columbia Employment Standards Act, as amended.
- 26.06 Employees will be granted leave consistent with the provisions of the Employment Standards Act if they are required to attend court as a juror.
- 26.07 Members of the local Union executive will be entitled to unpaid leave to attend to the affairs of the local Union. This leave will not exceed 4 days per month in total.
- 26.08 Employees will be granted unpaid leaves of absence to attend Union educational courses, seminars, or councils, subject to the operational needs of the Company.
- 26.09 a) After 90 consecutive days of employment with the Employer, employees, for personal illness or injury, shall be entitled in each calendar year, to five (5) days of paid leave and three (3) days of unpaid leave. Days of paid leave will be calculated in accordance with the requirements of the Employment Standards Act.

- b) Employees who wish to take personal illness or injury leave must:
 - i) other than in exceptional circumstances, notify the Employer at least one and a half (1.5) hours prior to the start of their scheduled shift that they will miss that shift due to personal illness or injury;
 - ii) advise the Employer whether they wish to use paid leave, if any paid leave days remain available at the time of the personal illness or injury; and
 - iii) as soon as practicable, provide reasonably sufficient proof of personal illness or injury to be eligible for leave, whether paid or unpaid
- c) The Union and the Employer agree that the provisions of this Art. 26.09 are compliant with the requirements of the illness or injury leave provisions of the Employment Standards Act.

26.10 The Company and the Union recognize the importance of traditional practices to the Indigenous peoples of Canada. The Company acknowledges that employees may occasionally request unpaid leave for traditional Indigenous practices. Such unpaid leave requests will be considered on a case-by-case basis subject to the operational needs of the Company.

26.11 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives. These employees will be granted leave consistent with the provisions of the Employment Standards Act, which includes up to 5 days of paid leave if they experience domestic or sexual violence.

Article 27 – DISCHARGE, SUSPENSION AND WARNING

27.01 An employee may be disciplined or discharged from employment for just cause by the Employer.

- 27.02 In the event the Employer determines it appropriate to issue a written warning notice of record or confirming notice of suspension or termination, a copy of this written notice will be forwarded to the local office of the Union and to the appropriate Steward(s).
- 27.03 The Employer will make reasonable efforts to notify the Union President or designate prior to the issuance of a suspension or termination of an employee and provide supporting information at the request of the Union President or designate.
- 27.04 In all instances of disciplinary interviews of record, the employee to be so disciplined shall have an available Steward from the area.
- 27.05 Whenever an employee signs any document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

Article 28 – HUMAN RIGHTS AND HARASSMENT

- 28.01 The Employer and the Union agree that discrimination and/or harassment of any employee under any grounds prohibited by the Human Rights Code is absolutely prohibited.
- 28.02 Sexual harassment will not be tolerated. Sexual harassment is specifically defined as any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee.
- 28.03 A complainant or the Union alleging discrimination or harassment may initiate a grievance or file a written complaint with the mine manager or their designate and the Union representative.
- 28.04 When a violation has been proven, the employee in violation may be subject to discipline.

Article 29 – TECHNOLOGICAL CHANGE

- 29.01 The Union acknowledges that the Company has the exclusive right to install, at any time, mechanical, electronic, or other types of automated equipment.
- 29.02 For the purpose of this Article, “Technological Change” means:
- a) The introduction by the employer of a major change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking, or business, and/or
 - b) A major change in the manner in which an employer carries on his work, undertaking, or business related to the introduction of that equipment or material; and
 - c) That results in the layoff of a significant number of employees or the elimination of a classification.
- 29.03 In the event of the introduction of a technological change giving rise to either a layoff or termination of a bargaining unit employee, the Company agrees to provide to the Union as much advance notice as practical, but in any event no less than sixty (60) days’ notice.
- 29.04 In the event of a pending technological change, the Company shall advise the Union of such change at the earliest opportunity and meet with the Union to discuss the ramifications of such technological changes as soon as practical.
- 29.05 Where an employee who has at least one (1) year of service with the Company is displaced from their job by reason of technological change and where a vacancy exists for which they might qualify by training, they shall be entitled to such training at the Company’s expense, provided that they have the necessary basic education and abilities to absorb such training to equip him for the operation of new equipment or procedures. The period

of such training shall not exceed a maximum of thirty (30) working days.

- 29.06 Employees who have at least one (1) year of service with the Company who are discharged or laid-off because of technological change are entitled to severance pay under article 11.12 of this Agreement.

Article 30 – DURATION

- 30.01 This collective agreement shall be effective from June 1, 2024, to May 31, 2027, and for further periods of one (1) year, unless written notice is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the Parties give such notice, this Agreement shall renew for a period of one (1) year.

Signed at 5:00pm on June 15, 2024.

For the Company



Ben Pierce



Lauren Bernard


For the Union



Mario Santos



Cody Wells



Shannon Wilwand



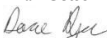
Kyle Cotterell



Curtis Finley



Brian Getson



Dacre Dyer



Tyler Bate

SCHEDULE A

CLASSIFICATIONS AND RATES OF PAY

Mill Department		Ratification Date, 2024	June 1, 2025	June 1, 2026
Mill Operator 1	Control Room	46.82	48.93	50.89
	Flotation	46.82	48.93	50.89
Mill Operator 2	Grinding	44.13	46.12	47.96
	Moly Flotation	44.13	46.12	47.96
Mill Operator 3	Primary Crusher Operator	43.23	45.18	46.99
	SXEW	43.23	45.18	46.99
	Filter	43.23	45.18	46.99
Mill Operator 4	Mill Utility Operator	39.61	41.39	43.05
	Trained in 3 of 4 Mill Op 5	39.61	41.39	43.05
Mill Operator 5	Sample Bucker	32.42	33.88	35.24
	Tailings	32.42	33.88	35.24
	Service Operator	32.42	33.88	35.24
	Crusher Helper	32.42	33.88	35.24
Mill Operator 6	Mill Labourer	28.79	30.09	31.29

Mine Department		Ratification Date, 2024	June 1, 2025	June 1, 2026
Mine Operator 1	Shovel Operator	45.04	47.07	48.95
Mine Operator 2	Driller	44.13	46.12	47.96
	Blaster	44.13	46.12	47.96
	Production Loader	44.13	46.12	47.96
Mine Operator 3	Equipment Operator	43.23	45.18	46.99
	Pit Utility	43.23	45.18	46.99
	Fuel/Lube Truck Operator	43.23	45.18	46.99
Mine Operator 4	Truck Driver	39.61	41.39	43.05
	Pit Dewaterer	39.61	41.39	43.05
	Blaster Helper I	39.61	41.39	43.05
Mine Operator 5	Truck Driver Trainee	32.42	33.88	35.24
	Blaster Helper II	32.42	33.88	35.24
Mine Operator 6	Mine Labourer	28.79	30.09	31.29

Maintenance Department		Ratification Date, 2024	June 1, 2025	June 1, 2026
Maintenance 2	Site Services Crane Operator	44.13	46.12	47.96
	Serviceman	44.13	46.12	47.96
Maintenance 3	Site Services Equipment Operator	43.23	45.18	46.99
Maintenance 4	Landfill Operator	39.61	41.39	43.05
Serviceman Helper		37.82	39.52	41.10
Maintenance 5	Maintenance Helper	32.42	33.88	35.24
Maintenance 6	Maintenance Labourer	28.79	30.09	31.29

Shop Department & Mill Trades		Ratification Date, 2024	June 1, 2025	June 1, 2026
Certified Tradesperson		53.27	55.67	57.90
Apprentices	% of Tradesperson Rate			
Apprentice Year 4	85	45.30	47.34	49.23
Apprentice Year 3	80	42.62	44.54	46.32
Apprentice Year 2	75	39.95	41.75	43.42
Apprentice Year 1	70	37.29	38.97	40.53

Warehouse Department		Ratification Date, 2024	June 1, 2025	June 1, 2026
Certified Tradesperson		53.27	55.67	57.90
Apprentice Year 3		42.62	44.54	46.32
Apprentice Year 2		39.95	41.75	43.42
Apprentice Year 1		37.29	38.97	40.53
Materials Handler: Warehouse 5		32.42	33.88	35.24
Labourer: Warehouse 6		28.79	30.09	31.29

I. Overtime

- a) It is recognized that the normal operating of the mine will require the adoption of shift and rotation schedules as per Article 10. Ordinarily, employees will be paid overtime at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours daily, or forty (40) hours weekly. Employees shall be paid two (2) times the rate for all hours over twelve (12) daily or forty-eight (48) weekly. Daily overtime shall not be counted towards the accumulation of weekly overtime thresholds.
- b) In the instance where employees are working prolonged shift and rotation schedules:
 - i) overtime will be calculated based on the running average of hours worked per week and in line with the principles as stated above;
 - ii) the first (1st) shift following the shift cycle will be paid out as time and a half (1.5) overtime for the first six (6) hours, and double (2.0) time for the following six (6) hours. Double time will be paid out for all hours following the first (1st) completed shift on scheduled days off, until the first (1st) shift of the new cycle.

- c) Employees who work hours beyond their designated shift and rotation will be paid overtime.
 - d) Overtime shall be awarded as equally as possible among those employees with the qualifications and ability to perform the work.
 - i. A seniority list will be established, and overtime will be awarded by a revolving list. Awarded and/or refused overtime opportunities will move the employee to the bottom of the revolving list.
 - ii. Employees may choose to be on a "Do Not Call" list.
 - e) Employees may trade shifts subject to the approval of their immediate supervisor, but swapped shifts will not be viewed as unscheduled shifts and will therefore not attract overtime premiums.
2. At the sole discretion of the Employer, available training opportunities will be provided to employees provided the training does not interfere with mine operations.
 3. Mill and mine department training wage rates may apply when an employee is training in a classification that has a higher wage rate than the employee's current wage rate.
 4. The classification wage rate for which the employee is training for shall not apply until the employee has successfully completed the required training program and received written approval from their supervisor.
 5. Classification wage rates shall only apply to those employees who are posted in that classification or have completed the required training program and have been temporarily assigned to that classification.
 6. A copper bonus will be applied to the base rates as per the following scale. The bonus will be paid based on the average copper price in Canadian Dollars in the preceding quarter. The quarters are as follows:
 - Q1 – October to December
 - Q2 – January to March

Q3 – April to June
Q4 – July to September

Copper Price	Copper Bonus
\$2.10 - \$2.20	1%
\$2.21 - \$2.30	2%
\$2.31 - \$2.40	3%
\$2.41 - \$2.50	4%
Above \$2.50	5%

7. The Employer will provide employees with the LME copper price and copper bonus as determined from the previous quarter and will post in a conspicuous place.

8. **Premiums**

- a) First Aid Premium A holder of a valid Level III First Aid Certificate shall receive a premium of \$0.85 per hour worked. The Company will pay for any full-time employee's recertification.
- b) Night Shift Premium For all straight time hours worked on what is normally regarded as night shift, employees will receive an hourly premium of \$1.20.
- c) Weekend Premium For all straight time hours from the start of night shift on Friday to the end of day shift on Sunday, employees will be paid a \$0.65 premium.

NOTE: Night shift and weekend premiums are to be pyramided.

- d) Emergency Response Team (ERT) Premium Members of the ERT receive an hourly premium of \$0.85 for all straight time hours worked provided they attend 80% of training sessions.
- e) Designated Leadhand Premium An employee designated by their supervisor as a Leadhand will receive an hourly premium of \$1.00 above their rate or the highest rate supervised for each hour designated as Leadhand.

- f) SX Boiler Operation Premium Those employees certified to, and who do, operate the SX Boiler will receive an hourly premium of \$0.50.
- g) Truck Driver Trainer Premium Employees designated by their supervisor to train truck drivers will be paid an hourly premium of \$1.00 for each hour spent in training.
- h) Hot Change Premium Employees in Mine Operations who relieve another operator at shift change in the pit will receive a premium of \$10.00 for each shift worked.
- i) Shop Steward's Premium An employee designated by the Union as a Shop Steward and/ or Designated Union Safety representatives shall receive a premium of \$0.50 per hour for every hour worked.

9. **Safety Award**

In accordance with Article 19.11, the individual safety award will be calculated as follows:

- \$0.25 x all hours worked.

The group safety award will be calculated as follows:

- \$0.25 x all hours worked.

Should an employee qualify for both awards in a given quarter, the awards shall be pyramided.

10. **Lead Hand and Acting Foreman**

- a) A lead hand is an hourly employee who acts as a leader organizing and delegating work to a group or groups of employees working on similar or related work. The lead hand will assign work as directed by a supervisor and will be responsible for the correct completion of work but not for disciplinary action or other personnel matters which are the responsibility of the supervisor to whom the lead hand reports.
- b) An Acting Foreman is an employee who performs the regular duties of a Foreman on a temporary basis.

- c) In the event that a lead hand is utilized as an acting foreman for more than nineteen (19) consecutive days or four (4) consecutive tours, the lead hand will be assigned a temporary position as defined in 11.06 (a).
11. When a new job is created the Company shall be responsible to establish a wage rate and classification for the new job within twenty (20) days prior to commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

SCHEDULE B

TOOL LISTS

MILLWRIGHT						
	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Air impact	X				
2	3/8" Impact socket set (3/8" - 1 1/8")	X				
3	3/8" Extensions (2 1/2" - 5" - 10")	X				
4	3/8" Standard socket set (3/8" - 1 1/8")	X				
5	1/2" Air impact	X				
6	1/2" Standard Impact socket set (7/16" - 1 1/4")	X				
7	1/2" Extensions (2 1/2" - 5" - 10")	X				
8	1/2" Standard socket set (7/16" - 1 1/4")	X				
9	1/2" Metric socket set (6mm - 24mm)	X				
10	1/2" Deep socket set (7/16" - 1 1/4")	X				
11	1/4" Drive set (3/16" - 1/2")	X				
12	1/4" Drive set (4mm - 12mm)	X				
13	Adapter (1/2" - 3/4")	X				
14	Adapter (3/4" - 1/2")	X				
15	Combination wrench set - standard (3/8" - 1 1/2")	X				
16	Combination wrench set - metric (4mm - 32mm)	X				
17	Adjustable wrench 8"	X				
18	Adjustable wrench 12"	X				
19	Pipe wrench 8"	X				
20	Pipe wrench 18"	X				
21	Punch set center	X				
22	Punch set - pin & taper	X				
23	Pliers - needle nose	X				
24	Pliers - linesman	X				
25	Pliers - slip joint 12"	X				
26	Pliers - side cutters 4 1/2"	X				
27	Pliers - snap ring (inside & outside)	X				
28	Pliers - Vise Grip 10"	X				
29	Pliers - water pump (tongue & groove)	X				
30	Screwdrivers - standard (1/4, 5/16, 3/8, 1/2)	X				
31	Screwdrivers - Phillips #1, #2, #4	X				
32	Screwdrivers - Robertson #1, #2	X				

33	Screw extractor (easy out) set (1/8" - 1/2")	X				
34	Allen wrenches - standard (1/16" - 5/8")	X				
35	Allen wrenches - metric (2mm - 12mm)	X				
36	Feeler gauges - standard (.0015" - .040")	X				
37	Feeler gauges - metric (.06mm - .70mm)	X				
38	Hammer 8oz ball pein	X				
39	Hammer 24oz ball pein	X				
40	Hammer 16oz claw	X				
41	Hammer 24oz claw	X				
42	Pry bar 18"	X				
43	Pry bar 30"	X				
44	Cold chisel set (1/4" - 3/4")	X				
45	Micrometer 0 - 1"	X				
46	Micrometer 0 - 2"	X				
47	Combination square	X				
48	2" Square	X				
49	Torpedo level - 6"	X				
50	Deburring tool	X				
51	Plumb bob	X				
52	Hack saw	X				
53	Tape measure - 25'	X				
54	Scrapers (assorted sizes)	X				
55	Tin snips - combination	X				
56	Scissors	X				
57	Utility Knife	X				
58	Inspection mirror (telescoping)	X				
59	Retrieving tool - magnetic 0" - 26"	X				
60	Tubing cutter	X				
61	Multimeter	X				
62	Flashlight	X				
63	Vernier calipers	X				
64	Lockable tool box	X				

End of Millwright Tool List

ELECTRICIAN

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set - standard (3/8" - 3/4")	X				
2	3/8" Extensions (2 1/2" - 5" - 10")	X				

3	3/8" socket set - metric (6mm - 24mm)	X				
4	1/2" Socket set - standard (7/16" - 1 1/4")	X				
5	1/2" Extensions (2 1/2" - 5" - 10")	X				
6	1/4" Socket set - standard 3/16"- 1/2"	X				
7	1/4" Socket set - metric (4mm - 12mm)	X				
8	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
9	Combination wrench set - standard (3/8" - 1 1/2")	X				
10	Combination wrench set - metric (4mm- 32mm)	X				
11	Ignition wrench set (13/64" - 3/8")	X				
12	Adjustable wrench 8"	X				
13	Adjustable wrench 12"	X				
14	Pipe wrench 10"	X				
15	Punch set (13 pce) center, drift, drive pin, start, 1/4" - 1/2"	X				
16	Pliers - needle nose 6"	X				
17	Pliers - linesman 9"	X				
18	Pliers - slip joint 12"	X				
19	Pliers - side cutters 7"	X				
20	Pliers - Vise Grip 10"	X				
21	Screwdrivers - standard (1/4", 5/16", 3/8", 1/2")	X				
22	Screwdrivers - Phillips #1, #2, #3	X				
23	Screwdrivers - Robertson #1, #2	X				
24	Screw extractor (easy out) set (1/8" - 1/2")	X				
25	Jeweler screwdriver set (blade type)	X				
26	Allen wrenches - standard (1/16" - 5/8")	X				
27	Allen wrenches - metric (2mm - 12mm)	X				
28	Hammer 16oz claw (soft face)	X				
29	Pry bar - alignment head 24"	X				
30	Pry bar - rolling head 18"	X				
31	Cold chisel set (1/4" - 3/4")	X				
32	Sta-Kon tool	X				
33	Screw starter (standard & Phillips)	X				
34	Hack saw	X				
35	Tape measure - 25'	X				
36	Utility knife	X				
37	Inspection mirror (telescoping)	X				
38	Retrieving tool - magnetic 0" - 26"	X				
39	Drill bit set (1/16" - 1/2")	X				
40	Multimeter	X				
41	Flashlight	X				
42	Tool pouch & belt	X				
43	Lockable tool box	X				

End of Electrician Tool List

INSTRUMENTATION MECHANIC

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set - standard (3/8" - 3/4")	X				X
2	3/8" Extensions (2 1/2" - 5" - 10")	X				X
3	3/8" Socket set - metric (6mm - 24mm)	X				X
4	1/2" Socket set - standard (7/16" - 1 1/4")	X			X	
5	1/2" Extension (2 1/2" - 5" - 10")	X			X	
6	1/4" Socket set - standard (3/16" - 1/2")	X				X
7	1/4" Socket set - metric (4mm - 12mm)	X				X
8	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				X
9	Combination wrench set - standard (3/8" - 1 1/2")	X				X
10	Combination wrench set - metric (4mm - 32mm)	X				X
11	Ignition wrench set (13/64" - 3/8")	X			X	
12	Adjustable wrench 8"	X			X	
13	Adjustable wrench 12"	X				X
14	Pipe wrench 10"	X				X
15	Punch set (13 pce) center, drift, drive pin, start, 1/4" - 1/2"	X			X	
16	Pliers - needle nose 6"	X				X
17	Pliers - linesman 9"	X				X
18	Pliers - slip joint 12"	X				X
19	Pliers - side cutters 7"	X				X
20	Pliers - Vise Grip 10"	X				X
21	Pliers - electronic needle nose	X			X	
22	Pliers - electronic side cutters	X			X	
23	Screwdrivers - standard (1/4", 5/16", 3/8", 1/2")	X				X
24	Screwdrivers - Phillips #1, #2, #3	X				X
25	Screwdrivers - Robertson #1, #2	X				X
26	Screw extractor (easy out) set (1/8" - 1/2")	X				X
27	Jeweler screwdriver set (blade type)	X			X	
28	Allen wrenches - standard (1/16" - 5/8")	X				X
29	Allen wrenches - metric (2mm - 12mm)	X			X	
30	Hammer 16oz claw (soft face)	X				X
31	Pry bar - alignment head 24"	X			X	
32	Pry bar - rolling head 18"	X			X	
33	Cold chisel set (1/4" - 3/4")	X			X	
34	Sta-Kon tool	X				X
35	Screw starter (standard & Phillips)	X				X
36	Hack saw	X				X
37	Tape measure - 25'	X				X
38	Utility knife	X				X

39	Inspection mirror (telescoping)	X			X	
40	Retrieving tool - magnetic 0" - 26"	X			X	
41	Drill bit set (1/16" - 1/2")	X			X	
42	Multimeter	X				X
43	Flashlight	X				X
44	Tool pouch & belt	X				X
45	Lockable tool box	X				X

End of Instrumentation Mechanic Tool List

CLASS A GAS MECHANIC

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	3/8" Socket set - standard (3/8" - 3/4")	X				
2	3/8" Extensions (2 1/2" - 5" - 10")	X				
	3/8" Socket set - metric (6mm - 24mm)					
3	1/2" Socket set - standard (7/16" - 1 1/4")	X				
4	1/2" Extensions (2 1/2" - 5" - 10")	X				
5	1/4" Socket set - standard (3/16" - 1/2")	X				
	1/4" Socket set - metric (4mm - 12mm)					
6	Nut driver set (1/4", 5/16", 3/8", 7/16", 1/2")	X				
7	Combination wrench set - standard (3/8" - 1 1/2")	X				
	Combination wrench set - metric (4mm - 32mm)					
8	Adjustable wrench 6"	X				
9	Adjustable wrench 10"	X				
10	Pipe wrench 10"	X				
11	Pipe wrench 14"	X				
12	Pipe wrench 18"	X				
13	Pipe wrench 24"	X				
14	Pliers - needle nose 6"	X				
15	Pliers - linesman 9"	X				
16	Pliers - Vise Grip 6"	X				
17	Pliers - pump 10"	X				
18	Pliers - wire stripper / crimper	X				
19	Screwdrivers - standard (1/4", 5/16", 3/8", 1/2")	X				
20	Screwdrivers - Phillips #1, #2, #3	X				
21	Screwdrivers - Robertson #1, #2	X				
22	Allen wrenches - standard (1/16" - 5/8")	X				
23	Allen wrenches - metric (2mm - 12mm)	X				
24	Pry bar - rolling head 18"	X				

25	Hammer 16oz claw (soft face)	X				
26	Copper pipe cutters 1/4" - 2"	X				
27	Copper pipe bender 1/4" - 3/8"	X				
28	Level - 6"	X				
29	Sta-Kon tool	X				
30	Hack saw	X				
31	Tape measure - 25'	X				
32	Utility knife	X				
33	Inspection mirror (telescoping)	X				
34	Drill bit set (1/16" - 1/2")	X				
35	Multimeter	X				
36	Flashlight	X				
37	Propane torch set	X				
38	Tool pouch & belt	X				
39	Lockable tool box	X				

End of Class A Gas Mechanic Tool List

BODYMAN	
	Tool Description
1	Paint spray guns (air) 1 for primer
2	Paint spray guns (air) 1 for paint finish
3	Long board sander
4	Orbital grinder / sander (stick-em pads)
5	Air chisel with chisel selection and cutters
6	1/2" Impact wrench
7	Impact sockets (set)
8	Practi-jack (or similar for moving fenders and posts)
9	Slide hammer set
10	Body hammer (selection)
11	Body dollies (selection)
12	Ulphostery & door panel tools
13	Windshield cutter
14	Windshield installation tools
15	Pry bars - large, medium, small
16	1/2" drive & sockets
17	3/8" drive & sockets
18	1/4" drive & sockets
19	3/8" drive metric sockets

20	Combination wrenches (1/4" - 1 1/4")
21	Screwdrivers - Phillips, standard, Robertson, Torx
22	Pliers - large water pump pliers
23	Vise Grips (selection)
24	Sanding block
25	Electrical test light
26	Allen wrenches
27	Hack saw
28	Tin snips
29	Tape measure
30	Punch & chisel (selection)
31	Drill bit set (1/16" - 1/2")
End of Bodyman Tool List	

WELDER						
	Tool Description	C/J	App 4	App 3	App 2	App 1
1	Tool box	X	X	X	X	X
2	Welding helmet	X	X	X	X	X
3	Knee pads	X	X	X	X	X
4	Torch - mixing chamber	X	X	X	X	X
5	Torch - cutting head	X	X	X	X	X
6	Torch - rosebud	X	X	X	X	X
7	Tiger torch	X	X	X	X	X
8	Angle grinder - 5" without trigger lock	X	X	X	X	X
9	Die grinder	X	X	X	X	X
10	Air flux chipper	X	X	X	X	X
11	Mig pliers	X	X	X	X	X
12	Framing square - 24"	X	X	X	X	X
13	Combination square with center head	X	X	X	X	X
14	Level - 24"	X	X	X	X	X
15	Level - bullet or torpedo	X	X	X	X	X
16	Angle finder	X	X	X	X	X
17	Vise Grip large & small (2)	X	X	X	X	X
18	Vise Grip "C" clamp (2)	X	X	X	X	X
19	Bessey clamp – 20" (2)	X	X	X	X	X
20	Burning bar - 24"	X	X	X	X	X
21	Adjustable wrench - 12"	X	X	X	X	X

22	Allen wrench set - metric & standard	X	X	X	X	X
23	Chalk line	X	X	X	X	X
24	Punch & chisel set	X	X	X	X	X
25	Aligning bar - 12"	X	X	X	X	X
26	Pry bar - 24"	X	X	X	X	X
27	Wrench Set (1/4" to 1-1/4")	X	X	X	X	X
28	Multi-bit screwdriver	X	X	X	X	X
29	Ball pein hammer - 24oz	X	X	X	X	X

End of Welder Tool List

HEAVY DUTY MECHANIC

	Tool Description	C/J	App 4	App 3	App 2	App 1
1	Air impact – 3/8", 1/2"	X	X	X	X	X
2	1/4" sockets shallow and deep - standard (1/4" – 1/2")	X	X	X	X	X
3	1/4" sockets shallow and deep - metric (6mm – 13mm)	X	X	X	X	X
4	3/8" Impact sockets shallow and deep - standard (3/8" – 3/4")	X	X	X	X	X
5	3/8" sockets shallow and deep - standard (3/8" – 3/4")	X	X	X	X	X
6	3/8" sockets shallow and deep - metric (10mm – 19mm)	X	X	X	X	X
7	1/2" Impact sockets shallow and deep - standard (7/16" – 1 1/4")	X	X	X	X	X
8	1/2" sockets shallow and deep - standard (7/16" – 1 1/4")	X	X	X	X	X
9	1/2" sockets shallow and deep - metric (13mm – 24mm)	X	X	X	X	X
10	1/4" Extensions – 2 1/2", 5"	X	X	X	X	X
11	3/8" Extensions – 2 1/2", 5", 10"	X	X	X	X	X
12	1/2" Extensions – 2 1/2", 5", 10"	X	X	X	X	X
13	Adapter - 1/2" to 3/4"	X	X	X	X	X
14	Adapter - 3/4" to 1/2"	X	X	X	X	X
15	Combination wrench - standard (3/8" – 1 1/2")	X	X	X	X	X
16	Combination wrench - metric (4mm – 32mm)	X	X	X	X	X
17	Adjustable wrench - 6", 8" and 12"	X	X	X	X	X
18	Pipe wrench - 8" and 18"	X	X	X	X	X
19	Punch set - center	X	X	X	X	X
20	Punch set - pin and taper	X	X	X	X	X
21	Pliers - needle nose	X	X	X	X	X
22	Pliers - linesman	X	X	X	X	X
23	Pliers - slip joint	X	X	X	X	X
24	Pliers - side cutters	X	X	X	X	X
25	Pliers - snap ring inner and outer	X	X	X	X	X
26	Pliers - water pump	X	X	X	X	X

27	Pliers - Vise-Grip	X	X	X	X	X
28	Screwdrivers - Phillips #1, #2,#3	X	X	X	X	X
29	Screwdrivers - Robertson #1, #2, #3	X	X	X	X	X
30	Allen wrenches - standard (1/16" to 5/8")	X	X	X	X	X
31	Allen wrenches - metric (2mm -12mm)	X	X	X	X	X
32	Feeler gauges - standard (.0015" to .040")	X	X	X	X	X
33	Feeler gauges - metric (.06mm to .70mm)	X	X	X	X	X
34	Hammer 8oz ball pein	X	X	X	X	X
35	Hammer 24oz ball pein	X	X	X	X	X
36	Pry bar 18"	X	X	X	X	X
37	Pry bar 30"	X	X	X	X	X
38	Cold chisel set (1/4" to 3/4")	X	X	X	X	X
39	Hack saw	X	X	X	X	X
40	Tin snips	X	X	X	X	X
41	Inspection mirror - telescoping	X	X	X	X	X
42	Magnet - telescoping	X	X	X	X	X
43	Multimeter	X	X	X	X	X
44	1/2" drive breaker bar	X	X	X	X	X
45	Wire strippers	X	X	X	X	X
46	Wire crimpers	X	X	X	X	X
47	Soldering torch	X	X	X	X	X
48	Torx bit set	X	X	X	X	X
49	Ratchets (1/4", 3/8", 1/2")	X	X	X	X	X
50	Lockable tool box	X	X	X	X	X

End of Heavy Duty Mechanic Tool List

MEMORANDUM OF UNDERSTANDING NO. 1

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

RE: Apprenticeship

- 1.0 Purpose
To delineate the structure of our apprentice selection process and to assist in the effective delivery of on-site apprentice training.
- 2.0 Introduction
 - 2.1 Gibraltar Mines Ltd. is committed to providing employees the opportunity to improve their knowledge and abilities and learn industry specific skills through academic and practical on-the-job training in a trades program.
 - 2.2 The Company agrees to follow the criteria on a go-forward basis in the selection of candidates.
- 3.0 Application and Selection
 - 3.1 Internal candidates being considered for an apprenticeship must meet the following criteria prior to applying for an apprenticeship:
 - 3.1.1 Employee must meet Provincial Educational Requirements for that Trade.
 - 3.1.2 Pass an Academic Skills Assessment administered through TRU.
 - 3.2 Employees who have received a tradesperson ticket through Gibraltar will not be eligible for a second apprenticeship until such time as they

have worked five (5) years in the initial trade, unless with Employer approval.

3.3 The following rating schedule for selection of apprentices will be applied:

3.3.1 25% Trade Specific Aptitude Test

- Passing the test is mandatory with a minimum of 70% grade. Final scores will be prorated between 70% – 100%.

3.3.2 30% Trade Related Schooling and/or Relevant Experience

- Pre-apprenticeship = 12%, Foundation Course = 6%, Related Courses = 1.5% per course up to the maximum of 6%, Relevant Experience = 1.5% per year, to a maximum of 6%.

3.3.3 15% Employment Record

- Safety, Attendance & Discipline = 5% each.

3.3.4 20% Seniority

- 1% for every year of service up to a maximum of ten years. 2% for every year of departmental seniority in the respective department of the offered apprenticeship, to a maximum of five years.

3.3.5 10% Apprenticeship Interview

- Apprenticeship interview with Human Resources and department head and/or designates.

3.4 In selecting applicants for Apprenticeship Training, the Company shall post its requirements for twelve (12) days and evaluate candidates based upon the above-mentioned

criteria. Interested parties will be required to complete an application form which can be obtained from the Human Resource Department.

- 3.5 Successful applicants will be indentured as an apprentice upon commencement of the apprenticeship.

4.0 Apprentice Term

- 4.1 The Company will provide all necessary indenture documentation to the Industry Training Authority. All registration forms and apprenticeship program information can be accessed via the ITA website.

5.0 Schooling

- 5.1 Apprentices are required to work in the position for a minimum of 6 months and be evaluated once by the department prior to attending school. In the event that the evaluation shows that the employee does not have the aptitude to continue within the apprenticeship, the employee would be placed in a vacant position that they are qualified to perform. On the availability of their previously held incumbent position, the employee would have the first right of refusal.
- 5.2 All apprentices must attend schooling at an institution in British Columbia. Exceptions will be granted only in the face of extenuating circumstances.
- 5.3 Apprentices must locate and schedule schooling on their own in conjunction with the Supervisor's approval and the approval of the Human Resource Department.
- 5.4 Required travel time to and from school when attending academic training will not be paid.

Those affected may elect to take holiday pay, or unpaid leave.

- 5.5 Apprentices will be placed on a 5x2 schedule while attending school and will be paid accordingly, less any subsidy paid by the government.

5.5.1 Proof of successful completion of the school term (from ITA) must be provided to the Human Resources Coordinator before the wage increase is initiated.

5.5.2 The Company's obligation is limited to one (1) repeat during the duration of the employee's apprenticeship, except if the failure is due to illness/injury. The Company will discontinue the sponsoring of the apprenticeship where the apprentice has failed the required schooling more than once during the term of the apprenticeship.

5.5.3 Upon removal from an apprenticeship due to failure from schooling or the writing of the IP or Final Examination, the employee will be ineligible from posting on future apprenticeship vacancies for all trades for a minimum of two (2) years and with General Manager approval.

5.5.4 Reimbursement of books will be initiated upon completion of each school term once receipts have been given to the Human Resources Coordinator.

5.5.5 The Human Resource department will provide sponsorship letters to those institutions that are willing to accept them. In the event that the employee has to pay tuition, the Company will reimburse 100% of tuition fees once

receipts are received by the Human Resource Coordinator.

6.0 Completion of Apprenticeship

6.1 Once the apprenticeship has been successfully completed, the Company will authorize all applicable certificates and present them to the tradesperson.

7.0 If an employee does not successfully complete the Interprovincial Examination upon first attempt, any additional costs incurred to complete the apprenticeship will be at the employee's expense. If the employee is unsuccessful in obtaining certification within one (1) year of course completion, the employee will be moved out of the apprenticeship position and will bump into a position for which they are qualified.

MEMORANDUM OF UNDERSTANDING NO. 2

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the "Employer")

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the "Union")

I. Training Positions

The Company and the Union agree upon a systematic method to determining training positions through a training posting system. All training postings will be forwarded in writing to the Local Union.

Training postings will be crew specific and will set out the needs of the position and any prerequisites needed. Training postings will be specifically identified as training opportunities and will be posted on the existing job vacancy boards.

In determining who will be awarded the training opportunity the following criteria will be considered:

1. Applicant has the necessary prerequisites.
2. Seniority of the applicant.
3. Consideration of competency in current position, which includes the applicant's safety record.

The Local Union will be advised of the identity of the successful applicant. In the event that an applicant who would otherwise be awarded the training opportunity is not successful due to their safety record, the Company will meet with the applicant and a union representative to explain its decision. Any documents relied on in making the decision will be provided to the applicant and the Union. If the Union feels that the decision was unreasonable, it may grieve it.

After ratification, once an employee has applied for and completed training on a position, the employee will be required to fill a subsequent vacancy in that position provided there are no other successful applicants for the job posting. If there are multiple individuals trained, the vacancy will be offered in order of seniority, and if there are no volunteers, the junior trained employee will be put in the position.

2. Skills Profile

In conjunction with the training postings described above, the Company will post a Skills Profile document for each crew which will be displayed in conspicuous and accessible locations in Mine Operations and the Mill. This document will reflect training in progress, postings held, and qualifications of each employee on a crew. The Skills Profile shall be updated monthly and forwarded to the Local Union.

3. Lines of Progression

The Company and the Union agree that the following will be the lines of progression for training in the departments:

MILL DEPARTMENT	
Mill Operator 1	Control Room
	Flotation
Mill Operator 2	Grinding
	Moly Flotation
Mill Operator 3	SXEW
	Primary Crusher Operator
	Filter
Mill Operator 4	Mill Utility Operator <i>Trained in 3 of the 4 Mill Op 5</i>
Mill Operator 5	Tailings
	Sample Bucker
	Service Operator
	Crusher Helper
Mill Operator 6	Mill Labourer

MINE DEPARTMENT	
Mine Operator 1	Shovel Operator
Mine Operator 2	Driller
	Blaster
	Production Loader
Mine Operator 3	Equipment Operator
	Pit Utility
	Fuel/Lube Truck Operator
Mine Operator 4	Truck Driver
	Pit Dewaterer
	Blaster Helper I
Mine Operator 5	Truck Driver Trainee
	Blaster Helper II
Mine Operator 6	Mine Labourer

Within the Mill, once a labourer has been fully trained on one of the Mill Operator 5 circuits, he will be paid the Operator 5 rate. In order to be eligible to train on an Operator 3 position, the applicant must be a qualified Operator 4. An employee who has been promoted out of the Mill line of

progression will have the option to take training opportunities missed in a lower position without loss of pay. After ratification, any employee bidding to be trained on a Mill Operator 1 position will have to be qualified on SXEW, or they will be trained to be familiar with the operations of the SXEW circuit (at least 50% of the training hours). This SXEW qualification requirement may be temporarily suspended at the discretion of the Company.

Sample Bucking, Service Ops, Tailings, and Crusher Helper will be combined into one training posting and to be a qualified Utility Operator, an employee will need to be trained in 3 of the 4 circuits. To bid on a Crusher Operator position, an employee must be trained as a Crusher Helper.

Any mill labourer who has not taken a training posting within one year of being moved to shift may be moved back to the Earned Day Off (EDO) schedule at the employer's discretion.

Within the Mine Department, blasting will be its own line of progression.

An applicant can only train one operational classification beyond their current classification, with the exception of truck drivers bidding on driller training positions. In the event that no applicant from the classification below the training posting applies or is qualified, other bids will be accepted.

4. Training timelines

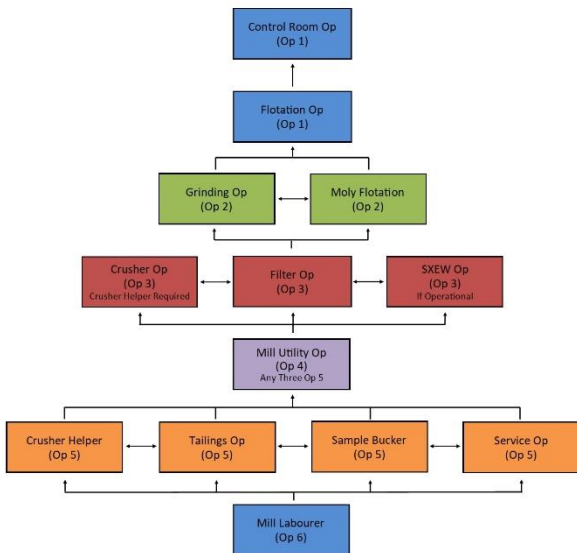
Employees will receive a training schedule at the beginning of training. The employee scheduled in training first shall finish first unless there are unforeseen circumstances.

Once awarded a training position, training will begin as soon as possible, depending on operational requirements. Once it has begun, training will be completed in a timely way, but no more than one hundred and twenty (120) working days unless there are unforeseen circumstances. If the individual training schedule cannot be achieved, the trainee along with their supervisor, trainer, Union executive or designate, and HR

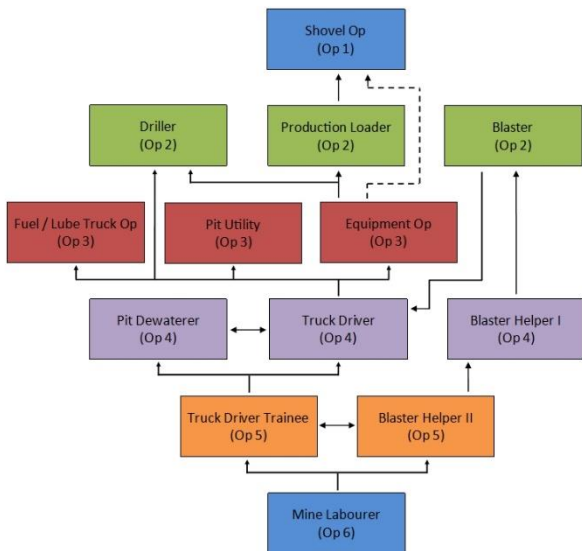
representative will meet to adjust the schedule so that the goal of timely completion of training can be met.

An employee who accepts a training position will have a trial period of thirty (30) working days or 50% of the training period, whichever is less. During the trial period the employee may return to their former position at their own option; or if the employee is not proceeding satisfactorily, they will receive a written evaluation and be returned to their former position. The Union will be provided with a copy of the written evaluation. Any employee who leaves a training position at their own option cannot apply for another training opportunity for six (6) months. Once an employee has been through the trial period in the training posting process, they will not be eligible for the trial period in article 12.06 for future job vacancies. Any employee who is taken out of a training posting for not progressing satisfactorily will be ineligible to apply for the same training opportunity for a period of twelve (12) months from the date of cancellation. If an employee's training in the same posting is cancelled twice, that employee will be considered ineligible for that training posting for a period of two (2) years.

Mill Operations Line of Progression



Mine Operations Line of Progression



MEMORANDUM OF AGREEMENT NO. 1

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

RE: Drug Testing

1. Following any appropriate consultation it deems necessary, the Employer will amend G-POL-I-1008, the Alcohol and Drug Use Policy (the “Policy”) to incorporate oral fluid testing for marijuana/THC as part of a two-stage process. Broadly, pursuant to this process and once a decision to test for drugs has been made (whether on a reasonable cause basis or a post-incident basis):
 - a. the employee will be required to submit to a urinalysis test;
 - b. if the urinalysis test result is non-negative for marijuana/THC, the employee will be required to complete an oral fluid swab;
 - c. if the oral fluid test result is above the cut-off level in the Policy, a breach of the Policy is found; and
 - d. if the oral fluid test result is below the cut-off level in the Policy, no breach of the Policy is found.

(the “Two-Stage Process”)
2. The Union agrees that upon the Two-Stage Process coming into effect, it will:
 - a. not file any grievances concerning any aspect of the Two-Stage Process.

3. The Employer may alter, amend or modify the Two-Stage Process, or replace it entirely with another process or processes, should it conclude, following any appropriate consultation it deems necessary, that such alteration, amendment, modification or replacement would allow the Employer to more reliably assess the likelihood of employee impairment than it would under the Two-Stage Process as initially implemented pursuant to this Memorandum of Agreement.
4. In the event of such alteration, amendment, modification or replacement as outlined in paragraph three (3), the Employer:
 - a. will provide the Union with sixty (60) days' advance notice and;
 - b. agrees to meaningfully consult with the Union with respect to same.
5. The Union agrees that it will not file any grievances concerning any aspect of such alterations, amendments, modifications, or replacements as outlined in paragraph three (3).
6. Post-incident and Reasonable Cause Testing:

The Company may require an Employee to undergo Post-Incident Testing after an Incident as part of an investigation in order to rule out drugs or alcohol as a potential cause. An "Incident" includes an accident, situation or near miss where the employee is involved in the occurrence of an event that results in:

- a. a fatality or injury to a person (including the employee involved in the occurrence of the event);
- b. an environmental event, including a reportable hazard or spill;
- c. loss of or damage to property (including but not limited to physical assets), equipment, vehicles, product, process or the environment;

- d. loss of Company, customer or other contractor revenues;
- e. reputational damage;
- f. significant disruption to a community;
- g. a serious security threat; or
- h. a near miss which, had it not been avoided, would likely have resulted in one or more of the conditions set out above.

The Company may require an employee to undergo Reasonable Cause Testing based on specific, objective observations concerning an employee's appearance, behavior, speech, or odor which indicate that the employee may be using or under the influence of alcohol or drugs, which may include:

- a. observed use or evidence of use of drugs or alcohol;
- b. admitting to using or being under the influence of drugs or alcohol;
- c. where the employee's appearance, behaviour, speech, motor skills, or body odour appears to be consistent with the use of drugs or alcohol or their after effects;
- d. where the employee is acting in a suspicious or unusual manner or unable to correct a performance or behaviour problem;
- e. the possession, whether on their person or otherwise, by an employee of drugs or alcohol or related paraphernalia.

Where the Company determines Post-Incident or Reasonable Cause testing is warranted, testing for both drugs and alcohol will be carried out.

7. Except as expressly set out herein, nothing in this Memorandum of Agreement shall limit the Employer's

unilateral management right to interpret, apply, alter, amend or modify the Policy.

8. The Employer will be bound by its obligations under this Memorandum of Agreement for the term of this Collective Agreement.

MEMORANDUM OF AGREEMENT NO. 2

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

RE: Full Time Union Position

This letter confirms the agreement concerning the potential for a full-time union position. The intent of this letter is to clarify the framework around a full-time union position.

It is understood that:

- The Union will provide thirty (30) days’ notice of implementing this position along with the name of the incumbent.
- The Union will be responsible to pay for all compensation of this position, including salary and benefits.
- The Company will hold the incumbent’s position while in full-time Union position.
- Both Parties agree to allow seniority to accumulate.
- The Union commits to permitting this position to have authority and the ability to manage the day-to-day decisions of the Union executive.
- The incumbent will oversee all issues arising at the mine and will be available to attend meetings at both the mine and the Union Hall as reasonably requested by the Company.

The employer will be bound by its obligations under this Memorandum of Agreement for the term of this Collective Agreement.

This letter may be cancelled by either party within ninety (90) days' written notice or within seven (7) days, if mutually agreed to by the Union and the Company.

MEMORANDUM OF AGREEMENT NO. 3

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

The Company commits to the following:

- The Company will continue to follow its policy of issuing counselling letters which are not disciplinary.
- The Company agrees it will not introduce a random drug testing policy during the term of this Collective Agreement.

MEMORANDUM OF AGREEMENT NO. 4

BETWEEN:

GIBRALTAR MINES LTD.
(hereinafter referred to as the “Employer”)

AND:

UNIFOR LOCAL 3018
(hereinafter referred to as the “Union”)

RE: Women’s Advocate

The parties recognize that employees may sometimes need to discuss difficulties at home or in the workplace and be able to find resources to deal with these issues.

For this reason, the parties agree to recognize the role of Women’s Advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Company will assign a management support member to be an ally for women’s issues on site and assist the Women’s Advocate in their role. Upon request, the Company agrees to provide the Women’s Advocate time to meet with employees to discuss problems and refer them to the appropriate resources when necessary. The Company will also provide access to a private office, upon request, so that confidentiality can be maintained between an employee and the Women’s Advocate.

To ensure that employees understand the role of the Women’s Advocate, the Company and the Union agree to communicate contact information on site bulletin boards.

Notes

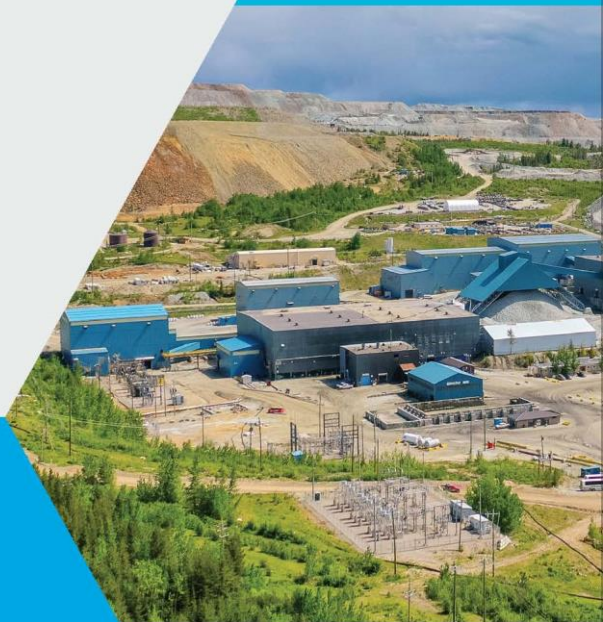
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Gibraltar Mines Limited

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